



MERCHANT AGREEMENT (Electronic Commerce)

AN AGREEMENT made between:

- (1) Merchant's Name _____
- Company No. _____
- Merchant's Trading Name(s) (if different) _____
- Address of Merchant's Principal Place of Business _____
- Merchant's Legal Status _____
(that is sole trader, partnership, limited company etc.)
- (hereinafter called the "Merchant") of the one part

AND

- (2) Alliance Bank Malaysia Berhad
Menara Multi-Purpose, Capital Square
8 Jalan Munshi Abdullah
50100 Kuala Lumpur
- (hereinafter called the "Bank") of the other part

NOW IT IS HEREBY AGREED as follows:

We, _____ (hereinafter called the '**Merchant**') hereby apply to **Alliance Bank Malaysia Berhad (88103-W)** ("Bank") to enter into an Agreement with the Bank to accept VISA and MasterCard credit cards in payment for purchases of and charges relating to our Merchandise and services offered on our website or any related materials or media, on the terms and conditions set out below, which we acknowledge we have read and understood and agree to be bound by in full upon Bank's acceptance of our application herein and we further agree that execution below of this Agreement shall constitute our written permission, as well as that of each of our officers (so given on their behalf by us), for any listing or disclosure for purposes of the Financial Services Act 2013 or for any other listing or disclosure imposed by law,

1. DEFINITION OF TERMS

- 1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"Affiliate"	means any person(s) or body, whether incorporated or unincorporated, including the Bank, participating in the VISA Credit Card programme and/or MasterCard Credit Card programme and entitled to issue credit cards.
"Authorisation"	means the process in which the issuer, or a processor on the issuer's behalf, approves or denies a Card Transaction.
"Card"	means any validly issued and unexpired VISA credit or debit card bearing the VISA logo and/or other relevant service marks licensed by VISA International or any validly issued and unexpired MasterCard credit or debit card bearing the MasterCard logo and/or other relevant service marks licensed by MasterCard International, issued by any bank, financial institution or corporation, with the name, Card validity period and Card account number of the Cardmember imprinted or embossed on the Card, which Card pursuant to this Agreement may be used by the Cardmember as a means of payment for purchases of and charges relating to the Merchant's Merchandise and/or services.
"Cardmember"	means a holder of Card who makes purchases of Merchandise and/or service via Merchant's Delivery Channels.
"Card Transaction"	means any payment transaction effected or to be effected by any Cardmember with the Merchant, over any of the Merchant's Delivery Channels, by the use of the Card, which definition shall include a reference to any payment transaction effected by the Merchant 'requesting for payment by charging to the said Cardmember's Card and his Card account the payment to be made, as contemplated by the Payment Instructions.
"Card Transaction Date"	means the date on which the Card Transaction is effected, or such other date as the Bank may in its discretion determine.

"Chargeback Claim"	means any sum claimed from the Bank or any refusal of any payment to the Bank by an Affiliate of any Card in relation to a Card Transaction for whatever reason.
"Delivery Channels"	means the conveniences made available by the Merchant to which a Cardmember can purchase the Merchandise and/or services.
"Malaysian Ringgit"	Malaysian Ringgit or the sign "MYR" means the lawful currency of Malaysia.
"Merchandise"	shall include every kind of movable property, software or information in forms of hard copy or service that cannot be delivered to the Customer via an on-line media as well as every kind of software, information or service in forms of soft copy that can be delivered to the Customer via an on-line media, which are legally identifiable and its availability shall not breach any laws, regulations or by-laws of Malaysia.
"Merchant"	means retailer, or any other person, firm, or corporation that (pursuant to a Merchant Agreement) agrees to originate transactions and that accepts Card via Internet and/or Mobile Devices and/or any other Delivery Channels.
"Merchant Discount"	means the amount calculated in the manner and at the rate from time to time notified by the Bank to the Merchant, which the Bank is entitled to deduct from the amount of Card Transaction presented to the Bank before payment of the balance to the Merchant.
"Mobile Devices"	means a portable electronic device equipped with necessary support required for communication purposes, including but not limited to mobile phone, personal digital assistant (PDA) and laptop computer.
"Payment Instructions"	means any instruction given by a Cardmember, whether contained in an electronic order form or otherwise, instructing and authorising the Merchant to charge to the said Cardmember's Card and his Card account the amount of any payments due and payable to the Merchant for merchandise and/or services provided or to be provided by the Merchant to the said Card member or at his request.
"Valid Card"	means a Card which has a validity period imprinted thereon during which the Card transaction Date falls or would fall.

- 1.2 In this Agreement, unless the context otherwise requires, words importing one gender shall include all other genders, words importing the singular number shall include the plural number and vice versa, references to "person" shall include references to a firm, society or corporation, and references to parties and clauses shall be references to the parties and clauses of this Agreement.
- 1.3 The headings to the clauses shall not be taken into consideration in the interpretation or construction of this Agreement or any of its provisions.

2. CARD TRANSACTIONS

- 2.1 The Merchant shall accept all Cards in payment only for purchases of and charges to the Merchant's own Merchandise and/or services or the Merchandise and/or services of such other person with whom the Merchant has an existing agreement or arrangement for such person to provide Merchandise and/or services to the Merchant's customers and who would bill the Merchant's customers only through the Merchant and which agreement or arrangement was notified to and approved by the Bank, subject to the terms and conditions of this Agreement. The Merchant shall not require any Cardmember to pay any part of the Merchant Discount whether through an increase in price or otherwise or to pay any other charge or to require any security from or otherwise impose any condition on a Cardmember in connection with any Card Transaction.
- 2.2 The Merchant shall observe all security measures whether or not prescribed by the Bank in respect of the acceptance of any Card for payment of any Card Transaction, including but not limited to ensuring that any Card which is accepted is a Valid Card.
- 2.3 The Merchant shall provide the means for Payment Instructions to be given by any Cardmember who desires to make payments to the Merchant with the use of a Card for the Merchandise and/or services provided by the Merchant via the Merchant's Delivery Channels on its website or any related materials or media.
- 2.4 The Merchant shall seek authorisation from the Bank for each and every Card Transaction.
- 2.5 The Merchant shall comply with all instructions whatsoever given to the Merchant by the Bank in response to a request by the Merchant for payment in connection with any Card Transaction carried out pursuant to the Payment Instructions.
- 2.6 The Merchant may not infer any impropriety, wrongdoing or lack of credit-worthiness on the part of any Cardmember from the declining of any authorisation request made in respect of any Card Transaction attempted to be effected by the Card member pursuant to the Payment Instructions.
- 2.7 All Card Transactions shall be in Malaysian Ringgit (MYR) unless the Merchant requests in writing that the Bank accepts Card Transactions in some other currency and the Bank in its absolute discretion approves such request.

3. MERCHANT'S SYSTEM

- 3.1 The parties acknowledge that the setting-up, maintenance, upgrading, security and integrity of the Merchant's computer system, and all costs thereof, and any other matters related thereto, shall be borne by the Merchant and are the Merchant's sole responsibility.
- 3.2 Notwithstanding clause 3.1, the Merchant and its agents shall keep all systems and media containing any information or data (whether physical or electronic) relating to Cardmembers, their Card accounts and transactions in a secure manner, to prevent access by or disclosure to anyone other than the Merchant's authorised personnel or the Bank. However, in the event that any of the aforesaid information or transaction data stored in any part of the Merchant's system is lost, damaged, stolen, tampered with or otherwise compromised, the Merchant shall report and give written notice of such loss, damage, theft or compromise to the Bank immediately upon the Merchant having notice thereof. Thereafter, the Merchant shall, in consultation with the Bank, take immediate steps to remedy the situation and prevent its recurrence.
- 3.3 Notwithstanding clause 3.1, if the Merchant upgrades or changes the version or type of its software and/or hardware or any other part of its system, the Merchant is to inform the Bank of such change prior to its implementation and conduct testing with the Bank's system soonest possible. The Bank shall not be liable for any loss or damage suffered by any party or for any incompatibility between the Merchant's system and the Bank's system due to such changes made by the Merchant.

- 3.4 The Merchant shall accept full responsibility, and the Bank shall not be liable in any way, for any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to any party whatsoever due to or arising out of or in connection with this Agreement or any breach or compromise of the security or integrity, or malfunction, of any encryption and identification software, any electronic code keys, any equipment provided to any party or the Merchant's system.
- 3.5 Notwithstanding clause 3.1, the Bank shall be entitled to enter any of the Merchant's premises with prior notice to inspect the Merchant's software, hardware and/or any other part of its system with a view to ascertaining whether the setting-up, operation, maintenance, security and integrity thereof or any other matter related thereto may adversely affect the Bank's interests or rights under this Agreement.

4. WEBSITE REQUIREMENTS

- 4.1 The Merchant shall ensure that the Bank is promptly informed of any security breach, suspected fraudulent card account numbers or any suspicious activities that may be connected with attempts to commit a security breach or to use fraudulent card account numbers in the Merchant's security system or at the Merchant's website.
- 4.2 All representations contained in the Merchant's website, as well as the webpages therein, or any advertisement or printed matter relating to the products or services offered therein shall be deemed to have been made by the Merchant and the Bank shall not in any way be liable for any claim whatsoever arising therefrom.
- 4.3 Neither party may use the other's logo or trade name in any manner whatsoever (whether on the Merchant's website or in any other media or materials) without the latter's prior written approval. Under no circumstances shall the use of the Bank's logo imply that the Bank endorses, sponsors, certifies, or in any way guarantees the Merchant's Merchandise.
- 4.4 The Bank reserves the right to participate, at any time and from time to time, in promotions with any other vendor or suppliers featured on the Merchant's website and the Merchant hereby consents to such participation.

5. PAYMENT BY THE BANK

- 5.1 The Merchant shall submit all Card Transactions effected by Cardmember with the Merchant to the Bank for settlement. The Merchant shall not present for payment any record relating to any Card Transaction, which it knows or ought to have known to be fraudulent or not authorised by the Cardmember. The Bank shall during the term of this Agreement and in accordance with its prevailing practice at the relevant time, process the Merchant's request for payment.
- 5.2 The Bank agrees to pay to the Merchant an amount equal to the amount of each charge less the Merchant Discount calculated in the manner and at the rate from time to time notified to the Merchant by the Bank.
- 5.3 Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes that may be imposed (including the Goods and Services Tax ("GST")), under the relevant legislation. Upon the effective date of implementation of any such taxes in the future and wherever applicable, the Bank will be entitled to recover such taxes from the Merchant.
- 5.4 The Bank shall make payment to the Merchant in respect of charges as follows:
 - a) If the Merchant maintains an account with the Bank, by credit to the account designated by the Merchant. Any payments due from the Bank to the Merchant shall be credited directly to the Merchant's current or banking account maintained with the Bank, typically within three (3) Business Days following the Business Day after the Electronic Commerce Settlement of the day; or
 - b) If so agreed between the Bank and the Merchant, by transfer to a specified account of the Merchant with another bank in Malaysia; or
 - c) By cashier's order of the Bank.
- 5.5 Pursuant to clause 5.4, the Bank shall be entitled at all times to charge the Merchant a service charge or administrative fee or such other charges as the Bank deems fit in respect of any service provided or any action taken by the Bank.
- 5.6 All payments by the Bank in respect of the charges shall be made in Malaysian Ringgit or the equivalent amount in Malaysian Ringgit as may be agreed to between the parties hereto from time to time.
- 5.7 If the Bank is entitled to payment or reimbursement from the Merchant of any amount under this Agreement it may at its discretion give effect to such entitlement by any one or more of the following methods:
 - a) Deduction of the relevant amount for (or any part thereof) from any account whatsoever of the Merchant held with the Bank, without limitation to the Bank's rights of set off transfer and application of funds at law;
 - b) Deduction of the relevant amount (or any part thereof) from any subsequent payments to the Merchant;
 - c) Billing the Merchant for the relevant amount or the remaining balance as appropriate. Any such bill shall be payable upon receipt, for which purpose deemed receipt pursuant to clause 19 of this Agreement shall be effective.

6. NON PAYMENT BY THE BANK

- 6.1 The Bank reserves the right not to pay the Merchant or to credit the Merchant's account if in the absolute discretion of the Bank any of the following events has occurred:
 - a) Merchandise is returned or service not rendered for any reason whatsoever;
 - b) The Cardmember disputes the quality, quantity, use or fitness of the Merchandise sold and/or performance or quality of services rendered under the Card Transaction, or alleges that the Merchant has breached the term and contract of sale or service entered into between the Merchant and the Cardmember or any representation or warranty made by the Merchant to the Cardmember;
 - c) The Cardmember disputes or denies that the contract of sale or service with the Merchant was entered into by him, or that delivery of the Merchandise sold and/or performance of the services rendered under the Card Transaction was received by him, or alleges that the Payment Instruction has been given or altered without his consent or authority;

- d) Sale of any Merchandise and/or the performance of any services involves a violation of any law or the rules or regulations of any government agency, local or otherwise; notwithstanding that the Bank was on notice of any discrepancy at the time when payment was made;
 - e) The Card Transaction is not submitted for settlement by the Merchant;
 - f) The Merchant does not furnish to the Bank the original or copy or printout of any statement, bill or invoice or other document or record relating to the Card Transaction forthwith upon request as required by the Bank;
 - g) A Chargeback Claim relating to the Card Transaction is received by the Bank or the issuer or an Affiliate of any Card refuses for whatever reason to honour any Card Transaction;
 - h) The Bank is of the opinion that there is any fraud, forgery or suspicious circumstance surrounding any Card Transaction;
 - i) There has been a breach by the Merchant of any other of its obligations under this Agreement, or of any security measures or guidelines issued by the Bank, or of any other agreement entered into between the Merchant and the Bank, or of any other obligation whatsoever owed by the Merchant to the Bank, whether or not related to this Agreement;
 - j) If this Agreement is terminated by the Bank for any reason whatsoever.
- 6.2 The Merchant agrees that the Bank reserves the right at its absolute discretion to claim back from the Merchant any payments made to the Merchant and that such sum of moneys may be refunded or repaid to the Bank on demand either by the Bank debiting the Merchant's banking accounts maintained with the Bank or by the Bank exercising its right of set-off or by the Bank raising a claim on the Merchant for the Merchant's immediate settlement thereafter.
- 6.3 In the event of a breach or violation by the Merchant of any of the terms of the Merchant Agreement, the Merchant agrees that the Bank is authorised at its sole and absolute discretion to forthwith deduct from subsequent Card Transactions submitted to the Bank for payment and/or earmark and/or debit the Merchant's current or banking account maintained with the Bank, for the total amount of the Card Transactions that is in breach less the Merchant Discount. If the Merchant's current or banking account shall have insufficient funds available therein, the Bank reserves the rights to earmark and/or debit the Merchant's current or banking account with a partial amount and/or deduct from subsequent Card Transactions submitted to the Bank for payment. The bank shall have full recourse to recover any payment made to the Merchant for any Credit/Debit Card transaction charged back in the event of any breach or violation by the Merchant of terms and conditions of the Merchant Agreement.

7. REFUNDS AND REBATES

- 7.1 Where a request for repayment under a Card Transaction has been submitted by the Merchant to the Bank and if the Merchant accepts a return from a Cardmember of any Merchandise sold under the Card Transaction or agrees to make a refund or provide a rebate to a Cardmember of the amount of the Card Transaction or any part thereof for any reason, or if the Cardmember validly cancels the Card Transaction or claims a refund or rebate to which he is entitled of all or part of the amount of the Card Transaction, the Merchant shall give a refund or rebate to the Cardmember by making the necessary arrangements with the Bank to effect such refund or rebate to the Cardmember's Card account.
- 7.2 The Merchant shall if the Bank so requires, pay to the Bank on demand the amount of any refund or rebate granted to the Cardmember as instructed by the Merchant.

8. MERCHANT DISCOUNT RATE

Unless otherwise agreed to by the Bank in writing, the Merchant shall pay to the Bank a Merchant Discount at the rate as stated in the offer letter from the Bank on the total value of each Card Transaction presented to the Bank for payment in accordance with this Agreement. The Merchant Discount and other sum of moneys (if any) owing by the Merchant to the Bank shall be deducted by the Bank before the Merchant is paid on each occasion.

9. GOOD BUSINESS PRACTICE OF MERCHANT

The Merchant hereby undertakes:

- 9.1 To provide a full description of the Merchandise and/or service available to the Cardmember including description of any guarantees and/or warranties granted by the supplier and/or manufacturer for such Merchandise and/or service;
- 9.2 To list accurately the cost of the Merchandise and/or services and the delivery and/or shipping charges in Malaysian Ringgit and the equivalent in such other foreign currency or currencies acceptable by the Bank
- 9.3 To use the Bank's service only for its intended purposes of communicating and conducting business with the Cardmember;
- 9.4 To refrain from offering any Merchandise for sale at a price lower than that which it intends to sell such Merchandise, or from using promotional tactics which are not commercially reasonable or acceptable;
- 9.5 To post on its website Merchandise and/or service available only where Merchant has legal or legitimate rights to sell and market such Merchandise or perform such service.

10. BREACH BY THE MERCHANT

In the event of a breach or violation by the Merchant of any of the terms of this Agreement, the Merchant agrees that the Bank is authorised at its sole and absolute discretion to deduct from subsequent Merchant payment and/or debit the Merchant's current or banking account maintained with the Bank, for the total amount as stated in the merchant report or any part or parts thereof that is in breach less the Merchant Discount. If the Merchant's current or banking account shall have insufficient funds available therein, the Bank reserves the rights to debit the Merchant's current or banking account with a partial amount and/or deduct from subsequent merchant submission to the Bank for payment. The Bank shall have full recourse to recover any payment made to the Merchant for any Chargeback Claim in the event of any breach or violation by the Merchant of the terms and conditions of this Agreement.

11. ASSIGNMENT

The Merchant may not assign the whole or any part of the benefit of this Agreement without prior written consent of the Bank. No payments made by the Bank or any other actions of the Bank whatsoever shall constitute a waiver of this condition. Any payments made by the Bank following a breach of this condition shall be deemed to be payments to the Merchant.

12. INTERNATIONAL BUSINESS

The Merchant agrees that it shall not export or re-export any of the Merchandise and/or services it lists for sale or is available, without the appropriate approval from the relevant authorities and foreign government licenses and will comply with all applicable export or import control laws of whatever jurisdictions, including without limitation, restrictions on the export of encryption software and the export or import of Merchandise and/or services to and from embargoed countries.

13. INDEMNITY

13.1 The Merchant agrees to defend, indemnify and keep indemnified and to hold harmless the Bank, its officers, shareholders, employees, agents, and representative, and the successors, heirs and assigns of the foregoing, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses (including but not limited to reasonable Solicitor's fees and costs incurred) arising out of or in connection with any obligation of the Merchant hereunder, or the use by the Merchant of the services of the Bank, including without limitation the provision by the Merchant of, or the use or possession by any customer or any person acquiring from any customer of, Merchant's Merchandise, or any act, error or omission of the Merchant in connection therewith:

- a) Product liability claims;
- b) Claims arising from or alleging inaccurate or incomplete information by the Merchant or that any such information infringes the intellectual property rights of any third party;
- c) Claims that any of the Merchant's Merchandise infringe any intellectual property rights of any third party;
- d) Damages arising from any violation by the Merchant of its export control obligations hereunder;
- e) Damages arising from any violation of any applicable law or regulation,
- f) any libel, invasion of privacy, or disparagement claims; and
- g) any violation of rights of any third party.

13.2 The Merchant agrees to defend, indemnify and keep indemnified and to hold harmless the Bank, its officers, shareholders, employees, agents, and representative, and the successors, heirs and assigns of the foregoing, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses (including but not limited to reasonable Solicitor's fees and costs incurred) arising from any violation of the Associations including but not limited to Visa International and MasterCard International in howsoever and whatsoever manner.

14. INTERRUPTION OF SERVICE

The Bank's sole obligation in the event of interruption of service to be provided under the Bank's credit card acceptance programme shall be to restore such service as soon as is reasonably possible. The Bank shall not in any circumstances be liable for any loss, damage, inconvenience, injury, embarrassment or loss of reputation howsoever incurred or suffered by the Merchant for such interruption of service.

15. TERMINATION

15.1 Termination by the Merchant:

- a) The Merchant may terminate this Agreement at anytime by giving thirty (30) business days written notice to the Bank;
- b) Notwithstanding such termination, the Merchant's liability to the Bank continues to subsist and shall be without prejudice to the Bank's rights and remedies for any antecedent breach by the Merchant prior to the termination.

15.2 Termination by the Bank:

- a) The Bank may terminate this Agreement immediately if the Merchant fails, neglects or defaults in performing any of its obligations under this Agreement and if, at the sole discretion of the Bank, is capable of remedy, the Merchant fails to remedy the failure neglect or default within ten (10) Business Days of receiving notice specifying the failure neglect or default and requiring the default to be remedied, or if the Merchant or its employees or agents have acted fraudulently or have otherwise misused this programme, or if the Merchant becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
- b) Upon such notice of termination being given to the Merchant, the Merchant must immediately submit all claims for payment for processing by the Bank.
- c) The Bank may at its sole and absolute discretion to terminate this Agreement at any time by prior written notice stipulating the date upon which termination to take effect.
- d) Notwithstanding such termination, the Merchant's liability to the Bank continues to subsist and shall be without prejudice to the Bank's rights and remedies for any antecedent breach by the Merchant prior to the termination.

15.3 The Bank may at its sole and absolute discretion at any time suspend the operation of the Merchant Agreement by serving a verbal and/or written suspension notice ("The Suspension Notice") on the Merchant. Further suspension and/or termination of the Merchant Agreement which shall be at the sole discretion of the Bank will be communicated to the Merchant via a written notification.

15.4 The Bank shall not be bound to give to the Merchant any reasons whatsoever for the service of the Suspension Notice nor shall it be liable to indemnify the Merchant for any loss, cost or damage arising out of the operations of the Merchant Agreement.

16. SURCHARGE

The Merchant, unless otherwise provided by any written law for the time being in force, it shall not impose or require Cardmember to pay any surcharge, commission, discount whether through any increase in price or otherwise, or any other term or condition whatsoever on any of the Cardmember desirous of using the Card as opposed to any other method of payment.

17. AMENDMENT

- 17.1 The terms and conditions of this Agreement may be amended by the Bank at its sole and; absolute discretion at any time and from time to time by notice from the Bank to the Merchant;
- 17.2 Any such amendment shall be deemed to be effective and binding on the Merchant on receipt (for which purpose deemed receipt pursuant to clause 19 shall be effective).

18. CONFIDENTIALITY

- 18.1 The Merchant shall not in any manner howsoever disclose or procure the disclosure of any information obtained from the Cardmember and/or the Bank by reason of the Merchant's participation in the credit card acceptance programme to any person or company other than the Bank without the Cardmember's and/or the Bank's prior written consent.
- 18.2 The Bank will be entitled to disclose information concerning the Merchant and its affairs to any agent or subcontractor appointed by or engaged by the Bank, or to any person, for any purpose.
- 18.3 This clause 18 shall continue in force even after the termination of this Agreement.
- 18.4 Towards compliance with PDPA, each party agrees, declares and undertakes that during the validity of this Agreement it shall ensure and procure that its employees, servants and/or agents comply with the provisions of the PDPA and its regulations, by-laws, codes of practice or requirements including but not limited to the processing and management of the personal data of the data subject that may be issued from time to time by the relevant governmental or regulatory authority.
- 18.5 For clarification purposes, any reference to "personal data, data user, data processor, processing and data subject" shall carry the same definition as provided in the Personal Data Protection Act 2010.
- 18.6 Pursuant to the above, the person receiving the personal data (hereinafter defined as "the Receiving Party") from the other party ("the Disclosing Party") shall comply with the following:-
 - a) that it shall not transfer any personal data to any third party under any circumstances for any reason whatsoever without prior written consent from the Disclosing party;
 - b) that it shall process the personal data strictly in accordance with the Agreement and the Disclosing Party's written instructions as may be given by it from time to time or as is necessary to fulfill its obligations and purposes under this Agreement. For avoidance of doubt, the restrictions stipulated in clause (a) and (b) herein shall continue to be in force even after the termination of this Agreement;
 - c) where the personal data is required to be transmitted or transferred outside Malaysia whether by either party for the purposes of performance of the contract/agreement, neither party shall cause or permit the personal data to be transferred outside Malaysia without prior written consent of the other party;
 - d) cooperate with the Disclosing Party to enable it to monitor the compliance with the obligations set out in the Agreement including but not limited to permit the access of the Disclosing party's representative to any premise where the personal data are being processed in order to ascertain compliance with this Agreement upon reasonable notice being given by the Disclosing Party prior to it;
 - e) to inform the Disclosing party in writing if the Receiving Party becomes aware of any unauthorized use or disclosure of personal data by itself or others; and
 - f) shall treat the personal data as confidential information;
- 18.7 In addition to the above, both the Receiving Party & the Disclosing Party shall take appropriate security measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing.
- 18.8 Without prejudice to any other rights or remedies that any party may have, both parties acknowledges and agrees that the party suffering loss or harm shall be entitled to seek for damages and/or equitable relief in addition to whatever remedies available under the law or under this Agreement for any breach by the other party or its employees, servants and/or agents of any provisions of the PDPA.

19. NOTICES

- 19.1 All notices required to be served under this Agreement shall be in writing and shall be sufficiently served on the Merchant if it is left at or sent by prepaid ordinary post and/or facsimile number and/or other electronic addresses of the Merchant last known to the Bank and on the Bank if it is left or sent by prepaid ordinary post facsimile number or electronic mail to its place of business or such other address as may be notified by the Bank and shall be deemed to have been received if delivered, at the time of delivery or if sent by prepaid ordinary post, on the third day immediately after the date of posting or if by facsimile or other electronic addresses, on the day of transmission thereof.
- 19.2 In relation to the payments which it makes in respect of Card Transaction, the Bank may delay sending notices to the Merchant concerning changes in the manner in which, and the rate at which, the Merchant Discount is calculated until the end of the month in which any such change occurs. The Merchant shall not raise any objection by reason of the date upon which such notice is given.

20. EXPENSES

The Bank shall be entitled to take such action as it thinks fit to enforce this Agreement and the Merchant shall afford the Bank a complete indemnity in respect of all costs and expenses incurred by the Bank in respect of any such enforcement action, including all legal charges and expenses.

21. EFFECTIVE DATE

This Agreement shall only take effect from and including the date upon which this Agreement is signed both by or on behalf of the Merchant and on behalf of the Bank.

22. STAMP DUTY

The Merchant shall be liable to pay all stamp duty and expenses in connection with the preparation and execution of this Agreement.

23. LAW

This Agreement shall be governed by and construed in accordance with the Laws of Malaysia.

IN WITNESS whereof the Merchant and the Bank have duly executed this Agreement.

For and on behalf of the Merchant:
(with company's stamp)

In the presence of:

Name : _____

Name : _____

Title : _____

Title : _____

Date : _____

Date : _____

For and on behalf of the Bank:

In the presence of:

Name : _____

Name : _____

Title : _____

Title : _____

Date : _____

Date : _____